

Participant arising out of training, paraglide flights, or any other vehicular or equipment operation, parachute or otherwise, or any other device of The School while on the ground or in flight, or while participating in any of the activities contemplated by this release. This exemption of liability includes loss, damage, injury or death resulting from negligence of The School or any other cause or causes.

YOU PROMISE NOT TO HOLD US RESPONSIBLE FOR YOUR INJURIES OR DAMAGES.

____INITIALS

3. COVENANT NOT TO SUE

The Participant agrees for himself and his/her heirs executors, or administrators not to institute any suit or action at law or otherwise, against The School, nor to initiate or assist the prosecution of any claims for damages or course of a action which The Participant heirs executors, administrators hereafter may have by reason of injury to the person of the The Participant or to his/her property arising form the activities contemplated by this agreement, if married The Participant executes this agreement on behalf of him/herself, spouse and the marital community which they compose.

YOU PROMISE NOT TO SUE US OR ASSIST ANYONE ELSE TO SUE US.

____INITIALS

4. INDEMNITY AGREEMENT

The Participant agrees for him/ herself and his/her executors, administrators or assigns to indemnify and hold harmless The School from any and all losses, claims, actions, or proceedings of any kind which may be initiated by The Participant and/ or any other person or organization. This includes reimbursement of all legal costs and reasonable counsel fees incurred by The Participant, The School, and indemnified parties, or any of them, for the defense of any such action which may hereafter arise directly or indirectly form activities of The Participant while engaged in the activities contemplated by this agreement.

YOU AGREE TO PAY OUR COSTS FOR ANY LAWSUIT BROUGHT ON YOUR BEHALF.

____INITIALS

5. CONTINUATION OF OBLIGATION

The Participant agrees and acknowledges that the terms and conditions of the above provisions, including ASSUMPTION OF RISK, EXEMPTION FORM LIABILITY, COVENANT NOT TO SUE, AND INDEMNITY AGREEMENT shall continue in full force and effect at all times, and shall be binding upon heirs, executors, administrators or assigns, of The Participant or his/her estate.

THIS CONTRACT IS IN EFFECT NOW AND AT ANY TIME IN THE FUTURE.

____INITIALS

6. DISCLAIMER

The price of this instruction includes a discount for consideration that The School does not provide any insurance, either medical or liability for any incident which may arise as a result of participation in any phase of paragliding. Paragliding equipment is rented to the user without warranties expressed or implied. This equipment is specifically not warranted as being merchantable. Paragliding training programs are not licensed by any governmental authority. Persons associated with The School may have membership in or association with various national or international forma and informal groups who have various training procedures to which me may or may not adhere. The School is the sole proponent of our program.

The participant warrants that he/she is physically fit, mentally alert, competent to enter into this agreement, and has provided for himself/herself, including accidental disability and/or health insurance as he/she deems appropriate.

NO MEDICAL OR LIABILITY INSURANCE IS PROVIDED FOR THE PARTICIPANT.

____INITIALS

7. TERMS OF USE OF EQUIPMENT AND INSTRUCTION

I agree to pay for all damages to or loss of equipment belonging to or obtained from The School resulting from my use whether damage is intentional or unavoidable. I understand that I am paying for instruction in the sport of paragliding and that this does not guarantee my right to fly.

PARTICIPANT AGREES TO PAY DAMAGES.

____INITIALS

8. HEALTH AND FITNESS FOR PARAGLIDING

Paragliding is a strenuous physical and mental activity. We recommend a complete physical examination prior to training. The Participant agrees to refrain from taking; any drug including alcohol for 12 hours prior to engaging in paragliding activities. I further state that I am legally competent to sign this affirmation and release and I understand that the terms herein are contractual and not a mere recital and that I have signed this document of my own free act. The Participant assured The School of his/her medical fitness and is aware of any current medical conditions and assumes his/her responsibility of physical fitness and capability to perform under the normal conditions of flight which utilizes a parachute-type airfoil as its main airfoil.

YOU WILL NOT USE DRUGS OR ALCOHOL FOR 12 HOURS PRIOR TO PARAGLIDING.

____INITIALS

9. The participant expressly recognizes that this agreement and release of liability is a binding contract pursuant to which he/she has released all claims against the released parties resulting from participating in paragliding and related activities; it is not mere recital.

____INITIALS

10. Copy the following statement to signify understanding:

I REALIZE THAT PARAGLIDING IS AN INHERENTLY DANGEROUS SPORT WHICH MAY RESULT IN MY INJURY OR DEATH.

I HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE OF LIABILITY, FULLY UNDERSTAND ITS CONTENT AND IMPLICATIONS, AND SIGN IT OF MY OWN FREE WILL.

In witness of my agreement to the foregoing, I executed this document

in _____(City) _____(State), on this _____ day of _____, 20____.

Signature

AFFIRMATION OF PARENT OR GUARDIAN:

**ATTESTED TO AND MADE A PART OF THE ABOVE AGREEMENT AND RELEASE OF LIABILITY BY:
THE STUDENT’S AFFIXED HEREON:**

WITNESS _____